

FILED**JUN 24 2003**

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

AUTO-GAS SYSTEMS, INC.,

Defendant.

§
§
§
§
§
§
§
§
§
§
§

Civil Action No. SA-02-CA-0927

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, AutoGas Systems, Inc. (AutoGas). This Consent Decree resolves the above-referenced Civil Action No. SA-02-CA-0927. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* ("Title VII") and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Complaint was filed to correct alleged unlawful employment practices on the basis of race (Black) and gender (Female), and to provide appropriate relief to Sheila Williams, who was allegedly adversely affected by such practices. Specifically, the EEOC alleged that Sheila Williams, who is Black, was subjected to unequal treatment when she was unlawfully discharged, in violation of Title VII. AutoGas denies any unlawful conduct with respect to Sheila Williams and contends that its actions were in each case motivated by legitimate, non-discriminatory considerations.

The EEOC and AutoGas wish to settle this action, without the necessity of further litigation, and without any admission of wrong-doing by AutoGas, pursuant to the terms delineated in this Decree.

17

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims, which, if proved, would authorize this Court to grant relief against AutoGas pursuant to Title VII.

2. This Decree resolves those claims against AutoGas raised in EEOC's Complaint in this case. EEOC expressly reserves its right to process and litigate any other charges which may now be pending or may in the future be filed against Defendant AutoGas.

3. The duration of this Decree shall be three (3) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by AutoGas, its agents or assigns shall toll the running of this three-year period as of the date of the violation. If the Court subsequently determines this Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Decree was not violated, the three-year period shall recommence, retroactive to the date the alleged violation occurred.

4. Defendant AutoGas, in settlement of this dispute, shall pay to Sheila Williams, the sum total of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS). Payment shall be mailed directly to Sheila Williams at 3542 Pradice St., Beaumont, Texas 77705. A copy of the settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Rd., Suite 200, San Antonio, Texas 78229.

5. Defendant AutoGas shall provide Sheila Williams with a reference letter setting forth

the dates of her employment with AutoGas and a description of her position and responsibilities. In responding to reference inquiries by prospective employers directed to AutoGas's human resource department, AutoGas will state only the information contained in the reference letter. The reference letter must be submitted to the EEOC for review within 30 days of the entry of this Decree. This provision shall survive the expiration of the Decree.

6. Defendant AutoGas shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit A, which is attached to this Decree. A copy of Exhibit A shall be posted at Defendant AutoGas's New Braunfels facilities on all bulletin boards on which notices of employees' legal rights are customarily displayed. The notice shall be posted within 10 days of the entry of this Decree and shall remain posted for the duration of the Decree. Within 90 days of the entry of this Decree, Defendant AutoGas shall disseminate a substantially similar notice to all employees at its New Braunfels facilities. The notice shall also be disseminated to all new employees hired at AutoGas's New Braunfels facilities, at the time of hire, during the duration of the Decree.

7. Within 90 days of the entry of this Decree, AutoGas shall provide to the EEOC evidence that its managerial, supervisory, and other employees with hiring authority at its New Braunfels facility have reviewed materials explaining that it is unlawful to subject an employee to unequal treatment or to discharge an employee because of their race or gender. These materials will identify examples of the types of conduct prohibited by Title VII, and will explain the responsibilities of supervisory and managerial employees in promoting compliance with Title VII. The EEOC has approved the materials to be used.

8. Within 180 days of the entry of this Decree, AutoGas shall provide to the EEOC evidence that its managerial, supervisory, and other employees with hiring authority, at AutoGas's

New Braunfels facility, have received training on how to handle complaints of race and/or gender discrimination, how to ensure that employees are not terminated because of their race and/or gender, and explaining that retaliation against employees who report discrimination is prohibited. The EEOC has agreed to the training and the instructor.

9. The EEOC shall have the right to ensure compliance with the terms of this Consent Decree and may: (a) conduct inspections of Defendant AutoGas's New Braunfels facility; (b) interview employees; and (c) examine and copy relevant documents.

10. Defendant AutoGas is enjoined, during the term of this Consent Decree, from discriminating against any employee on the basis of race or gender, and from engaging in any other act or practice which has the purpose or effect of unlawfully discriminating against any past, present, or future employee on the basis of race and/or gender.

11. Non-discrimination and Anti-Harassment Policies: Defendant AutoGas shall ensure that, within 90 days of the entry of this Consent Decree, its non-discrimination policies meet the following criteria:

- (a) States that AutoGas Systems, Inc.: (i) prohibits discrimination against employees on the basis of race and/or gender in violation of Title VII; (ii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race and/or gender in violation of Title VII; and (iii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on race and/or gender in violation of Title VII;
- (b) Defines and provides examples of race and/or gender discrimination; said examples to be included in the anti-harassment policy;

- (c) Provides that complaints of race and/or gender discrimination can be made either in writing or verbally;
- (d) Provides for prompt investigation of discrimination complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (e) Provides for prompt communication, in writing, to the complaining party upon the conclusion of an investigation the results of the investigation and the remedial actions taken or proposed, if any;
- (f) Provides for discipline for violating AutoGas's anti-discrimination policy up to and including discharge; and
- (g) Requires that all employees report incidents of harassment to any supervisor or the person charged with investigating discrimination complaints.

12. The terms of this Decree shall be binding upon the EEOC and Defendant AutoGas and its agents or assigns, as to the issues resolved herein.

13. The parties to this Decree shall bear their own costs and attorney's fees incurred in this action. The parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. §2000e-5(k), there is no "prevailing party" in this action or proceeding.

SO ORDERED.

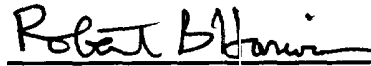
Signed this 24th day of June, 2003.



ROYAL FURGESON
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel



ROBERT B. HARWIN
Regional Attorney
District of Columbia Bar No. 076083



JUDITH G. TAYLOR
Supervisory Trial Attorney
Texas Bar No. 19708300



KARL G. NELSON
Attorney at Law
Texas State Bar No. 14900425

GIBSON, DUNN & CRUTCHER LLP
2100 McKinney Ave., Suite 1100
Dallas, Texas 75201
(214) 698-3100
(214) 698-3400 (Fax)

ATTORNEYS FOR DEFENDANT



DAVID RIVELA
Trial Attorney
Texas State Bar No. 00797324

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
5410 Fredericksburg Road, Suite 200
San Antonio, Texas 78229-3555
(210) 281-7619
(210) 281-7669 (Fax)

ATTORNEYS FOR PLAINTIFF

NOTICE TO ALL EMPLOYEES

AUTOGAS SYSTEMS, INC. SUPPORTS FEDERAL LAW REQUIRING THERE BE NO DISCRIMINATION AGAINST ANY APPLICANT OR EMPLOYEE BECAUSE OF HIS OR HER RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE OR DISABILITY AND REAFFIRMS ITS COMMITMENT NOT TO DISCRIMINATE AGAINST ANY APPLICANT OR EMPLOYEE ON ANY TERM OR CONDITION OF EMPLOYMENT. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING HIRING OR REHIRING, RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

AUTOGAS SYSTEMS, INC. WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE FOR REASONABLE, GOOD-FAITH CONDUCT OPPOSING EMPLOYMENT DISCRIMINATION OR FOR FILING OR PARTICIPATING IN GOOD FAITH IN A CHARGE OF EMPLOYMENT DISCRIMINATION.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT OR SUBJECTED TO HARASSMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY OR FOR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM APPROPRIATE SUPERVISORY PERSONNEL PURSUANT TO AUTOGAS SYSTEMS, INC.'S POLICY REGARDING DISCRIMINATION OR TO CONTACT THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING IN GOOD FAITH WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

EXHIBIT "A"